



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

extinguished and he receives no compensation such as arises from cases of eminent domain or a sale in partition. The inchoate right of dower is treated as some sort of present interest, entitled to protection in equity, in *Brown v. Brown*, 82 N. J. Eq. 40 (against a possible bona fide purchaser without notice from trustee), and in *Brown v. Brown*, 94 S. Car. 492 (against waste).

FISH—MUSSELS—PROPERTY OF STATE.—In a suit by the owner of the bed of a non-navigable stream for the conversion of mussel shells taken from the bed of said stream by defendants, the plaintiff claimed the mussels were part of the realty. *Held*,—A mussel, having powers of locomotion, is a fish *ferae naturae* within the meaning of the Rev. Stat. Mo. 1909, Sec. 6508, and the owner of the bed of the stream cannot acquire title to them, title being always in the state. *Gratz v. McKee et al*, (C. C. A., 8th Circ.) 258 Fed. 335.

Thus mussels in fresh waters seem to be included by an extension of the law relative to salt water shell-fish, which rules that shell-fish, such as oysters and clams, in their natural state, are classified as *ferae naturae*, and their ownership is in the state in its sovereign capacity, *State v. Harub*, 95 Ala. 176, —though where planted in a place where they would not naturally grow, and their location well marked, they partake of the nature of *ferae domitae*, and are the subjects of private ownership, *State v. Taylor*, 27 N. J. L. 117, 72 Am. Dec. 347; *People v. Morrison*, 194 N. Y. 175. In England, mussels in a mussel bed granted by an order of the Board of Agriculture and Fisheries, sufficiently known and marked out as such, are the absolute property of the grantees of the order. Sea Fisheries Act, 1868, 31-32 Vict., c 45, ss 51, 52, 53. Likewise in this country some states may convey or lease beds for cultivating shell-fish to individuals, and the grantee or lessee gets an exclusive right to cultivate shell-fish on the bed, protected by equity, *Sequim Bay Canning Co. v. Bugge*, 49 Wash. 127. But while power of locomotion, which is mentioned in the principal case, may bring mussels within the class of swimming fish, which are *ferae naturae*, still it would seem more logical that viewed as an article of commerce, due to the similarity of its organism, habits, and mode of capture to those of other shell-fish subjects of commerce, the law relative to property rights in mussels should follow the trend of decisions declaring property rights in shell-fish, such as oysters and clams. Thus upon principle the law applicable to mussels in planted beds should be the same as that which is applied to oysters and clams in planted beds.

JOINT ADVENTURERS — BREACH OF CONFIDENCE — RESCISSION. — The three plaintiffs and the defendant MacDonald purchased an undivided four-fifths in defendant Oxnam's mine. Later, plaintiffs discovered that defendant MacDonald had agreed secretly with Oxnam that if the project was not profitable at the end of two years, MacDonald should have the right to reconvey his undivided one-fifth to Oxnam. *Held*, that MacDonald's conduct amounted to a constructive fraud to which Oxnam was a party and that the plaintiffs had a right to rescind.—*Menefee et al. v. Oxnam et al.* (Cal., 1919), 183 Pac. 379.

The rule is universal that no one having duties of a fiduciary character shall be allowed to enter into engagements in which he has, or can have, a